4757

BILL NO. S-80-01-08

SPECIAL ORDINANCE NO. S-08-80

AN ORDINANCE approving Agreement for the Purchase of a Sanitary Sewer Line by the City of Fort Wayne from Leo-Cedarville Regional Sewer District

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement for the Purchase of a Sanitary Sewer Line by and between Leo-Cedarville Regional Sewer District, seller, and the City of Fort Wayne, Indiana, buyer, for:

A part of Fractional Section 4, Township 31 north, Range 13 East, St. Joseph Township, Allen County, Indiana, being a strip of land 15 feet in width along the west side of and adjoining the following described line:

Beginning on the east line of real estate owned by Indiana & Michigan Electric Company, at a point located 1618.78 feet west and 2735 feet south of the northeast corner of said Section 4; thence continuing south on the property line a distance of 1050 feet more or less, to the low water line of the St. Joseph River and a strip of land 25 feet in width along the east side of and adjoining the following described line:

Beginning on the north line of said fractional Section 4 at a point 1618.78 feet west of the northeast corner thereof, thence south along the property line a distance of 2947.58 feet and a part of Lot 6 of Trease Estates Plat "A" situated in the Southwest Fractional Quarter Section 31, Township 32 North, Range 13 East, Cedar Creek Township, Allen County, Indiana, and described as follows:

25 feet in width along the easterly side of and and adjoining the following described line: Beginning on the south line of said Section 31 at a point 232.32 feet east of the intersection of said south line and the centerline of Old Leo Road (1618.78 feet west of the N.E. corner of Section 4, Township 31 North, Range 13 East) thence North parallel to the existing pipeline easement 69.4 feet, thence with a deflection left at 36° 50' 30" a distance of 51.0 feet to the right of way of the Old Leo Road and a line in and along the southeast right of way of the Old Leo Road in a northeasterly direction, a distance of 2138 feet.

of which the City of Fort Wayne shall pay $13,579.79 for said sewer line,

all as more particularly set forth in said agreement, which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

asst.

J. Z. Hoffman
city attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (~~and the~~ City ~~Plan Commission for recommendation) and Public~~ Hearing to be held after due legal notice, ~~at the Council Chambers, City-County Building, Fort~~ Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ___ M.,E.S.T.

DATE: 1-8-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO				X	

DATE: 1-22-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE (~~RESOLUTION~~) No. S-08-80

on the 22nd day of January, 19 80.

ATTEST: Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

Vivian A. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 22nd day of January, 19 80, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 23rd day of Jan. 19 80, at the hour of 3:00 o'clock P M.,E.S.T.

Winfield C. Moses Jr.
WINFIELD C. MOSES, JR.
MAYOR

6 (33)

Read
Come to appear
from Bd. of
Works.

BILL NO. S-80-01-08

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving Agreement for the Purchase of a Sanitary Sewer Line by the City of Fort Wayne from Leo-Cedarville Regional Sewer District

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE ~~do~~ PASS.

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

1-22-80
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

68-165-23H H.I.
12/19/79

AGREEMENT FOR THE PURCHASE OF A SANITARY SEWER LINE

This agreement is executed and entered into this 18th day of DECEMBER, 1979 by and between LEO-CEDARVILLE REGIONAL SEWER DISTRICT, a regional sewer district established pursuant to Indiana law (hereinafter referred to as "Seller") and THE CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Buyer") and witnesses that:

WHEREAS, the Seller has caused to be constructed a regional sewage collection system within the confines of Sewer District as outlined in red on "Exhibit A" attached hereto and made part hereof,

WHEREAS, the Seller did on the 19th day of October, 1977 enter into an AGREEMENT with the Buyer agreed to treat the sewage collected by the regional sewage collection system, and

WHEREAS, the Seller has caused to be constructed a 15 inch gravity sewer line shown in blue on "Exhibit A" for the purpose of transporting said sewage to a sanitary interceptor owned by the Buyer, and

WHEREAS, the Buyer seeks to purchase and the Seller desires to sell said sewer line described as follows:

> A part of Fractional Section 4, Township 31 North, Range 13 East, St. Joseph Township, Allen County, Indiana, being a strip of land 15 feet in width along the West side of and adjoining the following described line:
>
> Beginning on the East line of real estate owned by Indiana & Michigan Electric Company, at a point located 1618.78 feet West and 2735 feet South of the Northeast corner of said Section 4; thence continuing South on the property line a distance of 1050 feet more or less, to the low water line of the St. Joseph River and a strip of land 25 feet in width along the East side of and adjoining the following described line:
>
> Beginning on the North line of said fractional Section 4 at a point 1618.78 feet West of the Northeast corner thereof, thence South along the property line a distance of 2947.58 feet and a part of lot 6 of Trease Estates Plat "A" situated in the Southwest Fractional Quarter Section 31, Township 32 North, Range 13 East, Cedar Creek Township, Allen County, Indiana, and described as follows:
>
> 25 feet in width along the Easterly side of and and adjoining the following described line: Beginning on the South line of said Section 31 at a point 232.32 feet East of the intersection of said South line and the centerline of Old Leo Road (1618.78 feet West of the N.E. corner of Section 4, Township 31 North, Range 13 East) thence North parallel to the existing oil pipeline

easement 69.4 feet, thence with a deflection left at 36° 50' 30" a distance of 51.0 feet to the right of way of the Old Leo Road and a line in and along the Southeast right of way of the Old Leo Road in a Norteasterly direction, a distance of 2138 feet.

WHEREAS, said Seller has obtained easements attached as Exhibits B, C and D enabling the Seller to construct the sewer line over property owned by the Corporation identified in said Exhibits, and

WHEREAS, the Seller has obtained all permits necessary to construct said sewer line in the right-of-way of the Old Leo Road, and

WHEREAS, in the abovementioned AGREEMENT between the Buyer and the Seller, the Seller was required at his own cost to install all necessary monitoring equipment at the point where Seller connected to Buyers Sanitary Sewer Interceptor, said point marked in yellow on "Exhibit A" and

WHEREAS, no monitoring devices were installed at point identified in yellow on "Exhibit A", and

WHEREAS, the total cost to the Seller for constructing the referenced line, as it is constructed without the monitoring device was $13,579.79, and

WHEREAS, the Seller in accord with the above mentioned agreement, has caused to be installed all required measuring devices at Lift Station Number One at State Road One and Cedar Creek said point is not included in the gravity line identified above, and

WHEREAS, the said sewer line under a construction warranty to the Seller in accordance with a contract executed between the Seller and Winzler Excavation Company, Inc. dated July 10, 1978, and said sewer line will remain under warranty for a period of one (1) year after its acceptance by the Seller, and

WHEREAS, these construction warranties are assignable in accord with Article 43 of the above mentioned contract.

NOW THEREFORE, in consideration of the foregoing statements, the following terms are hereby agreed upon between the parties for the purchase of said sewer line:

1. The Seller will deliver to the Buyer a written proof of its acceptance of said sewer line.

2. The Seller will assign transfer and convey all rights, title and interest in the sewer line described above including all warranties and easements shownon Exhibits B, C and D attached hereto and made part hereof.

3. The Buyer will pay the Seller the sum of thirteen thousand five hundred seventy-nine dollars and seventy cents ($13,579.70) as full and final payment for said sewer line.

4. The Buyer recites that he has inspected said sewer line and agrees to indemnify and hold harmless the Seller from any damages resulting from any defect in said sewer line.

5. The Buyer agrees to, at its own cost, install whatever monitoring equipment is necessary to change the tap in point marked in green on Exhibit A attached hereto, except that the installation and operational cost of the flow measuring devices contained at Lift Station Number One at State Road One and Cedar Creek shall remain the responsibility of the Seller.

6. Buyer recites that any owner or owners of land which is now, or hereafter located outside the corporate limits of the City of Fort Wayne who connect into the sewer line identified above shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending of future annexation by the City of Fort Wayne of such land or of the territory which is or will be served by said sewer line except that the foregoing shall not be applicable to the connection of the Leo-Cedarville Regional Sewer District.

7. The Seller shall record a copy of this agreement in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City of Fort Wayne.

8. This agreement shall remain in full force for a period of one (1) year from the date of its execution and the effective date for the transfer of the ownership of said line shall commence after items 1, 2 & 3 herein have been satisfactorily accomplished by both parties.

9. This agreement shall be to the benefit of, and shall be binding upon, the parties to this agreement as well as their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and entered into this Agreement for the Purchase of a Sanitary Sewer Line this 18th day of DECEMBER, 1979.

"Seller"

LEO-CEDARVILLE REGIONAL SEWER DISTRICT

By Vincent D. Hanser

By Paul L. Brown

By Richard Knisely

By Robert A. Tharp

By Liron Bender

By

By

"Buyer"

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

By Ethel H. LaMar
Ethel H. LaMar, Member

By Max G. Scott
Max G. Scott, Member

Attest:

Ursula Miller
Ursula Miller, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the Leo-Cedarville Sewer District by VINCENT O. HANSEN PAUL L. BRUNNER RICHARD KNISELY ROBERT A. THARP LEVON BENDER and acknowledged and executed the foregoing Agreement for the Purchase of a Sewer Line this 19th day of DECEMBER, 1979.

Witness my hand and notarial seal.

Robert E. Connolly
ROBERT E. CONNOLLY Notary Public

Resident of ALLEN County

My Commission Expires:

MAY 31, 1981

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the City of Fort Wayne by Robert E. Armstrong, Mayor and the Board of Public Works by Henry P. Krehenberg, Ethel H. La Mar, Mark G. Scott, and acknowledged and executed the foregoing Agreement for the Purchase of a Sewer Line this 19th day of December, 1979.

Witness my hand and notarial seal.

Anne J. Fox
Notary Public

Resident of Allen County

My Commission Expires:

3/6/80

This Instrument Prepared By:

Robert E. Connolly, Attorney at Law
RIEBENACK & CONNOLLY
Suite 215 2200 Lake Avenue
Fort Wayne, Indiana 46805

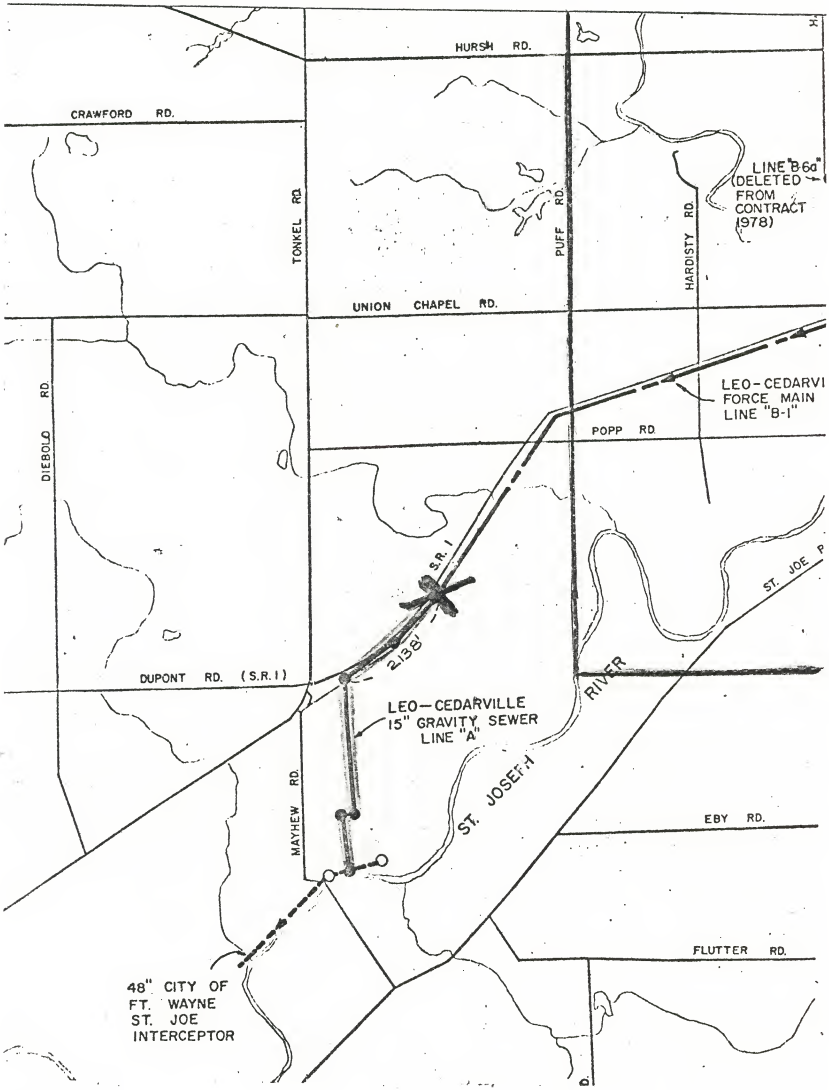
HURSH RD.
CRAWFORD RD.
TONKEL RD.
PUFF RD.
HARDISTY RD.
LINE "B6a" (DELETED FROM CONTRACT (978)
UNION CHAPEL RD.
DIEBOLD RD.
LEO-CEDARVI
FORCE MAIN
LINE "B-1"
POPP RD
S.R. 1
ST. JOE R
2138'
DUPONT RD. (S.R.1)
LEO-CEDARVILLE
15" GRAVITY SEWER
LINE "A"
RIVER
MAYHEW RD.
ST. JOSEPH
EBY RD.
FLUTTER RD.
48" CITY OF
FT. WAYNE
ST. JOE
INTERCEPTOR

EXHIBIT A.

78- 30487

DULY ENTERED FOR TAXATION

SEP 26 1978

Joan D. Uebelacker
AUDITOR OF ALLEN COUNTY

EASEMENT GRANT

THIS INDENTURE WITNESSETH: INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, (hereinafter called "Grantor"), for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give and grant but without warranty, insofar as its present title enables it to do so, to LEO-CEDARVILLE REGIONAL SEWER DISTRICT, an Indiana corporation, (hereinafter called "Grantee"), a right of way and easement 15 feet in width, to construct, maintain, and operate one sanitary sewer line along with ground level and underground appurtenances in, under, and along the real estate of Grantor (hereinafter called "Grantor's Real Estate") situated in Section 4, Township 31 North, Range 13 East, St. Joseph Township, Allen County, State of Indiana, more particularly described as follows, to-wit:

INSTRUMENT # 9343

A part of the fractional Section 4, Township 31 North, Range 13 East, St. Joseph Township, Allen County, Indiana, described as follows:

A strip of land 15 feet in width along the West side of and adjoining the following described line:

Beginning on the East line of real estate owned by Indiana & Michigan Electric Company, at a point located 1618.78 feet West and 2735 feet South of the Northeast corner of said Section 4; thence continuing South on the property line a distance of 1050 feet, more or less, to the low water line of the St. Joseph River.

ALSO, a 25 foot temporary easement for construction purposes lying directly West of and adjoining the above described 15 foot easement.

FILED SEP 26 PM 2:24
ALLEN COUNTY RECORDER

IT IS UNDERSTOOD AND AGREED:

1. Grantee assumes all risk of injury that it or its agents, servants, employees, and parties using Grantor's Real Estate may sustain be reason of the towers, poles, foundations, lines, wires, cables, conduits, and any other equipment, apparatus, structures, and property of Grantor and the use thereof by Grantor, and hereby releases Grantor from all liability therefor, and covenants to indemnify and hold harmless the Grantor against any and all liability for damages in the premises.

2. The Grantee shall at all times, indemnify, protect, defend, and save harmless Grantor against any and all actions, suits, proceedings, losses, claims, demands, liabilities, damages, and expenses (including court costs and attorneys' fees) which Grantor may incur or suffer on account of, arising out of, or incidental to some act or omission on the part of Grantee in connection with the existence of enjoyment of, or the exercise by, the Grantee, its agents, servants, employees, contractors, and invitees of, any or all of the rights, titles, interests, and privileges herein granted by the Grantor to the Grantee, except where proximately caused by the negligence of the Grantor, its agents, servants, employees, contractors, and invitees, provided however, that Grantor shall not be deemed to be at fault or negligent in assuming, without investigation that it may safely cross Grantee's storm sewer with machinery, equipment, and vehicles.

EXHIBIT B

3. The easement rights herein granted to Grantee shall be at all times subject and subordinate to the possession and use of Grantor's Real Estate by the Grantor for the erection, maintenance, operation, and repair of its towers, poles, foundations, lines, wires, cables, conduits, or any other equipment, apparatus, structures, or property of Grantor now or hereafter erected in, upon, over, under, across, and along Grantor's Real Estate, and for all utility and corporate purposes.

4. Said sewer shall not exceed eighteen (18) inches in diameter and shall be installed, maintained, and operated at sufficient depth below the surface of the ground to permit the covering over of the sewer line to be dressed off level to the adjacent ground level and in accordance with applicable rules, regulations, standards, ordinances, codes, and statutes governing installation, maintenance, and operation of said sewer and so as not to interfere in any manner whatsoever with drainage ditches, culverts, and drains. Grantee shall bear the entire cost and expense of constructing, reconstructing, and maintaining said sewer upon said real estate and Grantor shall never be or become liable for such costs and expenses or any portion thereof. Grantee agrees that all work upon or in connection with said sewer shall be done in a workmanlike manner and at such times and in such a manner as not to interfere in any way whatsoever with the operations of Grantor. The plans for the construction of said sewer shall be subject to the approval of Grantor.

5. Grantee agrees that neither it, its servants, agents, employees, contractors, licensees, nor any other person, firm, company, or corporation permitted by Grantee to enter upon the above described real estate, shall operate any machine, apparatus, or other piece of equipment closer than the greater distance permitted by OSHA regulations or other rules governing clearance to any of Grantor's electric lines, conductors, towers, or any other facilities or structures on Grantor's Real Estate.

6. Grantor's Real Estate shall be used by Grantee in such manner as not to injure or interfere with the towers, poles, foundations, lines, wires, cables, conduits, or any other equipment, apparatus, structure or property of Grantor now or hereafter placed in, upon, over, under, across, and along said real estate. All damage to any or all of the aforesaid property of Grantor resulting from the construction, operation, and maintenance or removal of said sewer shall be promptly paid by Grantee.

7. In the event that the use to which Grantor may, from time to time, desire to devote the lands of Grantor is such that Grantor deems it necessary or desirable that the storm sewer of Grantee and the appurtenances thereto, or any part thereof be relocated, moved or in any way rearranged within or upon said lands, then, in each such event, Grantee, at its own sole cost and expense, will make such rearrangement of its facilities so as to comply with the Grantor's desires and wishes within a reasonable time after being notified in writing by Grantor.

8. In the event, at any time, of any default by the Grantee in the performance of any of the covenants or agreements on its part to be kept and performed, the Grantor may thereupon terminate this easement and all the rights in connection therewith by giving 30 days' notice in writing to Grantee, and upon the expiration of said 30 day period, this easement shall terminate and no longer be of any force and effect; and, thereupon, Grantee shall, if so directed by Grantor, immediately remove said sewer and appurtenances from Grantor's Real Estate at its own risk and expense and restore the said premises to as substantially good condition as the same were in immediately prior to the laying of said sewer line.

9. If Grantee shall at any time abandon said easement and right of way and cease to use same for and during a period of one year, or if Grantee fails to employ this easement and right of way for the purpose for which it was granted, this easement and right of way shall terminate and all rights shall revert to Grantor as fully and completely as if this easement and right of way had never been granted. Grantor reserves the right to require Grantee to remove all its improvements or other property located thereon. If Grantor exercises this right, Grantee covenants to remove all its improvements or other property located thereon within thirty (30) days after written notification from Grantor so to do and restore Grantor's property and improvements to at least the same condition in which they were prior to Grantee exercising its easement rights.

10. This grant is made subject to all licenses, leases, easements, conditions, covenants, encumbrances, liens, rights of persons in possession, and claims of title which may affect said real estate.

11. Upon completion of the installation of said sewer and upon completion of any maintenance of other activity taken by Grantee in connection with said sewer, Grantee shall restore Grantor's Real Estate and improvements, including roadways, gates, fences, thereon to the same level, contour, and general condition as existed on Grantor's real estate immediately prior to such act. Grantee shall not move or pile spoil from its excavations to obstruct the natural drainage and flow of water and shall repair or replace all drains and ditches to the same condition as they were immediately prior to the Grantee's use of said easement. Grantee shall dispose of any excess earth from Grantor's Real Estate in such a manner as Grantor may direct.

12. The said storm sewer shall be installed and maintained upon said strip herein described so as to permit Grantor to cross said storm sewer with machinery, equipment, and vehicles without danger of: injury to the servants, agents, employees, contractors, licensees and invitees of Grantor or Grantee; or damage to the property of Grantor or Grantee or adjoining property owners. Grantee shall further maintain or provide satisfactory routes of access during the time of construction across or through the easement areas for the use and benefit of the Grantor and its agents and/or lessees, and any party having easement rights primarily for ingress and egress and utility purposes.

13. Grantee shall have the reasonable right to cut, trim, remove, or otherwise control all trees, branches, bushes, brush, undergrowth, crops or other growth or vegetation located or growing upon or in the easement area as may be reasonably necessary in the installation, maintenance, operation, repair, replacement, or renewal of the sanitary sewer and the equipment and facilities connected therewith.

14. All notices or demands hereunder may be served on Grantor by certified mail, addressed to Grantor at 2101 Spy Run Avenue, Fort Wayne, Indiana 46805, and on Grantee by certified mail, addressed to Grantee at P.O. Box 86, Leo, Indiana 46765.

15. This indenture contains all the terms and conditions of this easement, express or implied, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

16. Grantor, through its duly authorized officers, certifies under oath that no Indiana gross income tax is due or payable at this time in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, the Grantor hereto has caused this document to be executed by its duly authorized officers this 13th day of July, 1978.

INDIANA & MICHIGAN ELECTRIC COMPANY

By R. C. Menge
R. C. Menge, ~~Executive~~ Vice President

ATTEST:

A. H. Stuhlmann
A. H. Stuhlmann, Assistant Secretary

STATE OF INDIANA)
) SS.
COUNTY OF ALLEN)

Be it remembered that on the 13th day of July, 1978, before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared R. C. Menge and A. H. Stuhlmann, the ~~Executive~~ Vice President and Assistant Secretary respectively of the Indiana & Michigan Electric Company, and acknowledged the execution of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth, and said officers, having been duly sworn, swear that the statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Rita K. Sauders
Rita K. Sauders, Notary Public

My Commission Expires:
July 19, 1980

I am a resident of Whitley County, Indiana.

This instrument was prepared by O. C. Smith, Agent for Indiana & Michigan Electric Company on its behalf.

RET TO Robert E Connelly

1978 SEP 26 PM 23
ALLEN COUNTY RECORDER
Jane E. Schultz

78- 30486

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH THAT: National Oil Corporation

of Allen County, Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar ($1.00) and other valuable and sufficient consideration, receipt of which is acknowledged, does hereby grant, convey and warrant to the LEO-CEDARVILLE REGIONAL SEWER DISTRICT, referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, use, maintain, repair, reconstruct, and remove a sewer line in, along, under and across the following described real property located in County of Allen, State of Indiana, and being part of Section 31, Township 32 North and Range 13 East to wit:

A part of lot 6 of TREASE ESTATES PLAT "A" Situated in the Southwest fractional Quarter Section 31, Township 32 North, Range 13 East, Cedar Creek Township, Allen County, Indiana and described as follows:

25 feet in width along the Easterly side of and adjoining the following described line:

Beginning on the South line of said Section 31, at a point 232.32 feet East of the intersection of said South line and the centerline of the OLD LEO ROAD (1618.78 feet West of the N.E. Corner of Section 4, Township 31 North, Range 13 East); thence North parallel to the existing oil pipeline easement 69.4 feet; thence with a deflection Left of 36° - 50' - 30" a distance of 51.0 feet to the right of way of the Old Leo Road.

Also: A 25 foot temporary construction easement lying directly East of and adjoining the above described 25 foot easement.

Grantor warrants that there are no Indiana Gross Income Taxes due and oweing as a result of this transaction.

TOGETHER with right of ingress and egress to, from and over said premises for the purposes mentioned above.

GRANTEE shall promptly repair, replace or reimburse Grantor for any damage to fences or to growing crops caused by the construction, operation and maintenance of Grantee's facilities. Said temporary easement as above described is to be used only until such sewer construction is completed by the Leo-Cedarville Regional Sewer District.

DULY ENTERED FOR TAXATION

SEP 26 1978

Joan D. Uebelhaer
AUDITOR OF ALLEN COUNTY

INSTRUMENT L 9342

EXHIBIT C

3.54

IT IS AGREED that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs and assigns.

EXECUTED THIS 19th DAY OF September 19 78.

NATIONAL OIL CORPORATION

By: William Moser
William Moser, President

STATE OF INDIANA)
) SS:
COUNTY OF WELLS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Moser who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of September, 1978.

Tellman J Gerber
Wells County Resident

MY COMMISSION EXPIRES:

April 18, 1981

RETURN TO: →

This instrument was prepared by Robert E. Connolly, Attorney at Law, 2200 Lake

78- 17271

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH THAT: Indiana Bank and Trust Company

of Allen County, Indiana, hereinafter referred to as "GRANTOR", for and in consideration of One Dollar ($1.00) and other valuable and sufficient consideration, receipt of which is acknowledged, does hereby grant, conve and warrant to the LEO-CEDARVILLE REGIONAL SEWER DISTRICT, referred to as "GRANTEE", a permanent easement and right-of-way to construct, operate, control, use, maintain, repair, reconstruct, and remove a sewer line in, along, under and across the following described real property located in County of Allen, State of Indiana and being a part of Section 4 , Township 31 North and Range 13 East

to wit:

A part of Fractional Section 4, Township 31 North, Range 13 East, St. Joseph Township, Allen County, Indiana and described as follows:

25 feet in width along the East side of and adjoining the following described line:

Beginning on the North line of said fraction Section 4, at a point, 1618.78 feet West of the Northeast corner thereof; thence South along the property line a distance of 2947.57 feet.

Also; A 25 foot temporary construction Easement lying directly East of and adjoining the above described 25 foot Easement.

Grantor warrants that there are no Indiana Gross Income Taxes due and oweing as a result of this transaction

DULY ENTERED FOR TAXATION

JUN 15 1978

Jean D. Uebelhoer
AUDITOR OF ALLEN COUNTY

INSTRUMENT L 4307

ALLEN COUNTY RECORDER
Jane E. Lichtenberg

1978 JUN 15 PM 2:34

TOGETHER with right of ingress and egress to, from and over said premises for the purposes mentioned above.

GRANTEE shall promptly repair, replace or reimburse Grantor for any damage to fences or to growing crops caused by the construction, operation and maintenance of Grantee's facilities. Said temporary easement as above described is to be used only until such sewer construction is completed by the Leo-Cedarville Regional Sewer District.

EXHIBIT D

IT IS AGREED that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representatives, heirs and assigns.

EXECUTED THIS 14th DAY OF June 1978.

INDIANA BANK AND TRUST COMPANY OF FORT WAYNE

By: John D. Auld VP
John D. Auld, Vice President

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Indiana Bank and Trust Company of Fort Wayne, by John D. Auld, Vice President who acknowledged the execution of the foregoing Grant of Easement, as and for voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14th day of June 19 78.

Carolyn Sue Favory
Carolyn Sue Favory, Notary Public

MY COMMISSION EXPIRES:
CAROLYN SUE FAVORY
My commission expires Feb. 27, 1980

County of Residence of Notary Public is Allen County, Indiana.

This instrument was prepared by Robert E. Connolly, Attorney at Law, 2200 Lake Avenue, Suite 215, Fort Wayne, Indiana 46805.

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR THE PURCHASE OF A SANITARY SEWER LINE LEO-CEDARVILLE REGIONAL SEWER DISTRICT

4757

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-80-01-08

SYNOPSIS OF ORDINANCE AGREEMENT FOR THE PURCHASE OF A SANITARY SEWER LINE BETWEEN LEO-CEDARVILLE REGIONAL SEWER DISTRICT, SELLER AND THE CITY OF FORT WAYNE, BUYER, INVOLVING THE THE SALE OF A GRAVITY SEWER LINE TO THE CITY OF FORT WAYNE FOR THE PURPOSE OF TRANSPORTING SEWAGE TO A SANITARY INTERCEPTOR OWNED BY THE CITY. COST INVOLVED: $13,579.70

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE LEO-CEDARVILLE REGIONAL SEWER DISTRICT HAS OFFERED TO SELL THIS 15 INCH SANITARY SEWER LINE TO THE CITY OF FORT WAYNE FOR $13,579.70, WHICH COST REPRESENTS ONLY THE INVESTMENT BY LEO-CEDARVILLE INTO SAID SANITARY SEWER SYSTEM.

EFFECT OF NON-PASSAGE LEO-CEDARVILLE WOULD HAVE CONTROL OF SANITARY SEWER SYSTEM OUTSIDE THEIR DISTRICT AREA

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $13,579.70 FROM WATER POLLUTION CONTROL UTILITY FUND

ASSIGNED TO COMMITTEE City Utilities

EP